

COMMISSIONERS APPROVAL

ROKOSCH

GRANDSTAFF *CG*

THOMPSON *AT*

CHILCOTT *T*

DRISCOLL *KD*

PLETTENBERG (Clerk & Recorder)

Date.....September 4, 2007

Members Present.....Commissioner Carlotta Grandstaff, Commissioner Alan Thompson, Commissioner Greg Chilcott and Commissioner Kathleen Driscoll

Minutes: Beth Farwell

Commissioner Chilcott participated in a conference call with the MACo Executive Board during the morning hours.

The Board met for request of Commission Action for Subdivision Improvements Agreement extension for Sunnyside Orchards Block 5 Lot 16 subdivision. Planner John Lavey was present.

Commissioner Grandstaff called the meeting to order. John gave an overview of the extension of the Subdivision Improvements Agreement (See attached).

Commissioner Thompson made a motion to extend the Subdivision Improvements Agreement for Sunnyside Orchards Block 5 Lot 16 until March 31, 2008.

Commissioner Driscoll seconded the motion, all voted 'aye'. Commissioner Chilcott was not present for this vote.

The Board also met for final plat approval for Sunnyside Orchards #4 Block 21, Lot 8A, Castle Heights and Marquette Subdivisions.

Commissioner Chilcott made a motion to approve the final plat for Marquette Subdivision. Commissioner Thompson seconded the motion, all voted 'aye'.

Commissioner Thompson made a motion to approve the final plat for Sunnyside Orchards #4 Block 21, Lot 8A. Commissioner Chilcott seconded, all voted 'aye'.

Commissioner Thompson made a motion to approve the final plat for Castle Heights Subdivision. Commissioner Driscoll seconded the motion, all voted 'aye'.

In other business, the Board met for a Senior Housing Cooperative presentation by the Ravalli County Economic Development Authority.

Commissioner Thompson attended a Human Resources meeting in Hamilton during the latter part of the day.



REQUEST FOR COMMISSION ACTION

OG-07-08-933

Meeting: Tuesday, September 4, 2007 @ 9:00 a.m.
Request: To decide on the request to extend the Subdivision Improvements Agreement for the Sunnyside Orchards, Block 5, Lot 16 (Lords) minor subdivision.

I. ACTION REQUESTED

This is a request from Ron Lords, represented by Territorial-Landworks, Inc., to extend the Subdivision Improvements Agreement completion deadline filed with the **Sunnyside Orchards, Block 5, Lot 16** subdivision.

II. BACKGROUND

The Sunnyside Orchards, Block 5, Lot 16 Subdivision is a five-lot subdivision of 10 acres, located at the intersection of Grizzly Way and Wagon Trail Road in the Stevensville School District. The Board of County Commissioners deliberated upon and conditionally approved the subdivision on November 29, 2005.

The Ravalli County subdivision regulations allow a subdivider to enter into a Subdivision Improvements Agreement (SIA) with the Board of Commissioners guaranteeing the construction of all required improvements after the filing of the final plat. The developer of the Sunnyside Orchards, Block 5, Lot 16 Subdivision did enter into such an agreement on January 8, 2007. As noted in the agreement, improvements were expected to be completed by September 30, 2007.

In a letter dated August 24, 2007, the developer's agent requests an extension to the SIA deadline – to expire on March 31, 2008 (Exhibit A).

III. RECOMMENDED MOTIONS

That the request to extend the Subdivision Improvements Agreement to March 31, 2008 be accepted.

FISCAL IMPACT:	No extraordinary fiscal impacts noted.
ATTACHMENTS:	SIA documents and extension request
STAFF:	John Lavey <i>JL</i>
DATE:	August 28, 2007

620 Addison
P.O. Box 5881
Missoula, MT 59806

tel. 406-721-0142
fax 406-721-5224

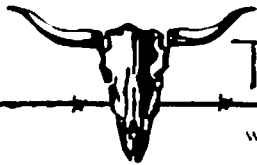


EXHIBIT A
Territorial - Landworks, Inc.

www.territoriallandworks.com

802 W. Main
Hamilton, MT 59840

tel. 406-363-0071
fax 406-363-0073

RECEIVED

August 24, 2007

Karen Hughes, Director
Ravalli County Planning Department
215 S 4th Street, Suite F
Hamilton, MT 59840

AUG 27 2007
IC-07-08-1080
Ravalli County Planning Dept.

RE: Lords Subdivision – Lot 16, Block 5, Sunnyside Orchards No. 4, Stevensville
Sec. 6, T09N, R19W, P.M.M.; Ravalli County
Request to Extend the Subdivision Improvements Agreement

Dear Karen:

As you know, a Subdivision Improvements Agreement was filed for the above named subdivision and a check for \$21,073.64 was supplied to the county as the security. The improvements that were not complete last fall have now been completed, but the contractor failed to meet specifications for asphalt density. We are working towards a solution with the RCRBD but doubt a resolution will be determined and implemented by the originally agreed upon date of September 30, 2007. Once a resolution has been reached, the completion of the project will be dependent on the contractor's schedule and weather. We will work on coordinating a schedule with the contractor to complete the project in a timely manner. After all work is completed, we will certify the improvements to the county so that the security may be released.

Please accept this as our formal request for an extension to the Subdivision Improvements Agreement. We would like to request a 180 day extension to ensure the improvements can be done before the end of the construction season and still allow sufficient time to complete the certification of the project. As stated above, the improvements may be completed as soon as September 30, we would prefer to avoid any further extension requests given our past history of extension requests on other projects. This should give us ample time to complete the infrastructure improvements and engineer's certification. The new deadline would be March 31, 2008.

I apologize about the timing of this request, but we didn't want to miss the deadline and risk forfeiture of the security deposit. Thank you for your consideration on this issue.

Sincerely,
Territorial – Landworks, Inc.

Renae G. Harding, E.I.

C. Ron Lords
File

SUBDIVISION IMPROVEMENT AGREEMENT

By and Between Ron Lords and Ravalli County Board of County Commissioners
LORDS AP SUBDIVISION

THIS AGREEMENT, is entered into this 8th day of January, 2007, by and between the BOARD OF COMMISSIONERS, Ravalli County, Montana, hereinafter referred to as the COUNTY, and Ron Lords 245 Locust Lane; Moiese, MT 59824 hereinafter referred to as DEVELOPER.

WHEREAS, the County approved Lords AP Subdivision with conditions as described in the Preliminary Plat Decision, Number _____, dated November 29, 2005; and

WHEREAS, the Developer is the developer of Lords AP Subdivision in Ravalli County, Montana; and

WHEREAS, the Developer wishes to bond for the completion of certain improvements as specified herein; and

WHEREAS, the total cost to complete the specified improvement(s) is the sum of \$ 16,858.91 as evidenced by an estimate prepared by a registered professional engineer included here with Exhibit A; and

WHEREAS, developer will provide acceptable financial security of 125 percent of the total cost.

NOW THEREFORE, both parties agree as follows:

1. *Effective Date.* This Agreement shall become effective on the date that the Clerk and Recorder records the final plat for said subdivision.
2. *Improvements.* The Developer shall construct the improvement(s) as described in Exhibit A by September 30, 2007.
3. *Security.* The Developer shall deposit as collateral with the County a letter of credit, or other collateral acceptable to the County in the amount of \$21,073.64. It shall include the following provisions:
 - a. An expiration date of at least one (1) year following the last completion date.
 - b. If the Developer fails to complete the specified improvement(s) by the specified date(s) or if there is a deficiency or failure in the improvement(s), the creditor shall pay on demand the County's sight draft(s) for such funds to finance the completion and/or correction of the improvements up to the stated credit limit.
4. *Certification.* The Developer shall provide for certification of all required improvements by a registered professional engineer before the County may reduce the amount of the security or release the letter of credit. The certification shall state that the improvement(s) is complete, that the improvement(s) was constructed with acceptable construction practices, and that there are no known defects in design or construction. If the County determines that the improvement(s) is not constructed in compliance with the specifications, it shall give the Developer a list of specific deficiencies and may withhold collateral sufficient to insure such compliance.
5. *Reduction of Security.* After the County accepts an improvement(s) in writing, the amount that the County is entitled to draw on the letter of credit shall be reduced by an amount equal to 90 percent of the estimated cost of the improvement(s) as shown in Exhibit A.
6. *Submittal of Documentation.* The Developer shall submit to the County copies of final plans, profiles, grades and specifications of said improvements, with the certification of the registered professional engineer responsible for their preparation that all required improvements have been installed in conformance with said specifications.

7. **Litigation Fees.** Should either party initiate litigation, arbitration, or mediation concerning this Agreement, the prevailing party shall receive from the opposing party financial compensation for all related costs, including reasonable attorney's fees and expert witness fees.
8. **Third-Party Rights.** Any person who is not party to this Agreement shall not have any right of action under this Agreement, except that if the County does not exercise its rights under this Agreement within sixty (60) days of default, a person who owns a lot(s) in said subdivision may bring an action in mandamus to compel the County to exercise its rights.
9. **Assignment.** The Developer may not transfer responsibility under this Agreement, without the expressed written consent of the County. The County may not withhold approval for a reasonable assignment to another party.
10. **Amendments.** The Parties to this agreement may amend this agreement with a written instrument executed on behalf of the County and the Developer.
11. **Indemnification.** The Developer agrees to hold the County harmless for and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the performance of work under this agreement. The Developer agrees to indemnify the County for any losses due to the aforementioned matters. The Developer is not an employee or agent of the County.
12. **Severability.** If a court of competent jurisdiction holds that a part(s) of this Agreement is invalid for any reason, the validity of the remaining portions shall continue in full force and effect and the rights of the parties shall be construed as if the part(s) were never part of this Agreement.
13. **Release of Security.** After the County accepts all improvement(s) as listed in Exhibit A in writing, the County shall release the letter of credit on Lords AP Subdivision.

Dated this 8th day of January, 2007

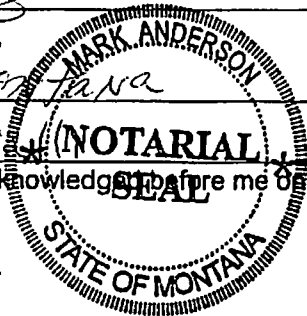
[Signature]
Developer

STATE OF Montana

County of Lavaca :ss

This instrument was acknowledged before me by Ron Lords

-SEAL-



January 8th, 2007

[Signature]
Notary Public for the State of MT
My commission expires: 1/4/2009
Residing at Stevensville

BOARD OF COUNTY COMMISSIONERS

Attest:

Clerk & Recorder



IRREVOCABLE COMMERCIAL LETTER OF CREDIT

Board of County Commissioners
Ravalli County Courthouse
205 Bedford Street
Hamilton, MT 59840

January 10, 2007
Letter of Credit No. 1150
Ronald D. Lords, Jr.
Amount: \$21,073.64
Expiration Date: September 30, 2008

In Re: Lords AP Subdivision


Dear Board of Commissioners:

At the request of and for the account of Ronald D. Lords, Jr. of 45490 Locust Lane, Moiese, Montana 59824, Farmers State Bank of Florence, Montana, hereby guarantees the availability of funds in the maximum amount of \$21,073.64, for the purpose of securing payment of assessments as set out and provided in that certain Subdivision Improvement Agreement dated January 8, 2007.

This letter of credit shall expire on midnight on the 30th day of September 2008, unless the total amount owed for the improvements are sooner paid for and accepted by the County as provided in said Subdivision Improvement Agreement. This letter of credit shall be exercised by the Board of County Commissioners only upon the unremedied default by Ronald D. Lords, Jr., in his performance of the provisions set out in the Subdivision Improvement Agreement dated January 8, 2007.

All documentary drafts or a documentary demands for payment in writing with the number and date of this Letter of Credit and the specific amount necessary to finance the completion and/or correction of the infrastructure, road work, landscaping and improvements in accordance and in conformance with the aforesaid construction summary and certification for required improvements.

All documentary drafts or documentary written demands in compliance with the terms of this letter of credit will be honored within seven (7) business days by Farmers State Bank when presented.

By 
Marcia Babowicz
Assistant Vice President/Branch Manager

VICTOR
P.O. Box 190
Victor, MT 59875
406.642.3431
FAX 406.642.3438

FLORENCE
P.O. Box 40
Florence, MT 59833
406.273.0935
FAX 406.273.0943

DARBY
P.O. Box 310
Darby, MT 59829
406.821.4646
FAX 406.821.4646

STEVENSVILLE
P.O. Box 280
Stevensville, MT 59870
406.777.7210
FAX 406.777.1140

HAMILTON
1950 N. First St.
Hamilton, MT 59840
406.363.0030
FAX 406.363.7521

LOLO
P.O. Box 809
Lolo, MT 59847
406.273.3300
FAX 406.273.3301

FSB MORTGAGE SERVICES
P.O. Box 190
Victor, MT 59875
406.642.2030
FAX 406.642.2031

I certify that the following improvements can be completed by the specified date and at the specified cost. The cost estimates include all necessary expenses including, but not limited to, engineering, labor, materials, inspections, permits, fees, etc. (Note: Attach appropriate bid proposals as documentation.)

Description of Improvement(s)	Completion Date	Estimated Cost
See Attached Exhibit A: ↳ "Engineer's Estimate of Remaining Construction Items as of 12/01/07"	September 30, 2007	\$16,858.91

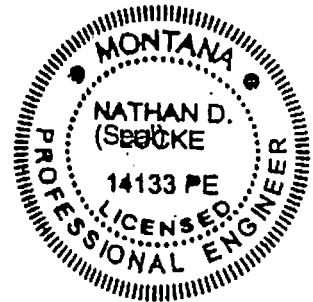
Set Property Pins as shown on the Final Plat.

Total: \$16,858.91

Total X 125%: \$21,073.64

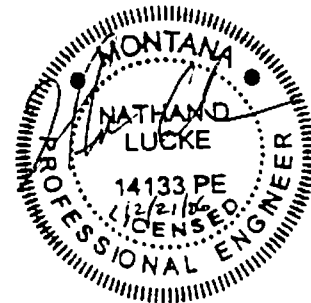

Professional Engineer

14133 PE
Montana License No.



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Engineer's Estimate							
Project Name:		Rocket Court					
Developer:		Ron Lords					
Consultant:		Landworks Consulting & Design, Inc. (363-0071)					
Item	Description	Qty.		Unit Cost	Total	% Complete	Amount Remaining
SCHEDULE A: ROADS & PEDESTRIAN FACILITIES							
1.	Strip topsoil (10")	415	CY	\$ 3.75	\$ 1,556.25	100%	\$0.00
2.	3" (-) Subbase Gravel (MPWSS 02234) Per Crocket Bid	450	CY	\$ 17.00	\$ 7,650.00	50%	\$3,825.00
3.	3/4" (-) Base Gravel (MPWSS 02235) Per Crocket Bid	120	CY	\$ 19.00	\$ 2,280.00	0%	\$2,280.00
4.	2" Hotmix Asphalt Type "B" (MPWSS 02510) Per Crocket Bid	854	SY	\$ 7.65	\$ 6,533.10	0%	\$6,533.10
5.	Check Dams	3	EA	\$ 100.00	\$ 300.00	0%	\$300.00
6.	Overflow Outlet	2	EA	\$ 50.00	\$ 100.00	0%	\$100.00
7.	3'-4' RipRap Overflow Outlet Stabilization	5	CY	\$ 20.00	\$ 100.00	0%	\$100.00
8.	6" Minimum Topsoil and Seeding	20	CY	\$ 3.50	\$ 70.00	0%	\$70.00
9.	Sign Posts and Signs (by County)	1	EA	\$ 300.00	\$ 300.00	0%	\$300.00
Subtotal, Schedule A					\$ 18,889.35		\$13,508.10
TOTAL CONSTRUCTION COST					\$ 18,889.35		\$13,508.10
CONSTRUCTION CONTINGENCIES (10%)					\$ 1,888.94		\$1,350.81
APPROXIMATE UTILITIES (PHONE, POWER, IRRIGATION, ETC.)					\$ -	\$	-
TOTAL BUDGET					\$ 20,778.29	\$	14,858.91
REMAINING CONSULTING, REVIEW FEE, & TESTING COSTS					\$ 2,000.00		\$2,000.00
TOTAL BUDGET					\$ 22,778.29	\$	16,858.91



CONSTRUCTION SUMMARY AND CERTIFICATION FOR REQUIRED IMPROVEMENTS
PREPARED IN ACCORDANCE WITH THE RAVALLI COUNTY SUBDIVISION APPROVAL

for

LORDS AP SUBDIVISION

Located in
Section 06, Township 9N, Range 19W;
Ravalli County, Montana

Prepared For:
Ron Lords
245 Locust Lane
Moiese, MT 59826

Prepared By:
Landworks Consulting & Design, Inc.
P.O. Box 7908
Missoula, MT 59807

General

The principal parties involved in this project were:

Developer:	Ron Lords
Project Construction Engineer:	Landworks Consulting & Design, Inc.
General Contractor:	Crocket Paving

Background

Ron Lords owns property described as Sunnyside Orchards #4 Block 5, located off Ambrose Creek Road in Section 06, T09N, R19W, PMM in Ravalli County. The amended plat was approved by the Ravalli Board of County Commissioners on November 29, 2005 and by MDEQ per EQ #06-2065. The county approval for the subdivision required the developer to construct Rocket Court to meet the Ravalli County Subdivision Regulations road standards, as amended August 4, 2005. This report is to certify the completed portions of the necessary infrastructure are in accordance with the proposed plans, meets County Regulations, and meets acceptable construction practices.

Scope

The amended plat improvements include constructing Rocket Court to meet the Ravalli County Subdivision Regulations road standards, as amended August 4, 2005; installing a stop sign at the intersection of Rocket Court and Ambrose Creek Road; and installing a road name sign for Rocket Court.

The primary contractor responsible for the subdivision improvements was Crocket Paving. Crocket Paving compacted the sub-grade and placed sub-base gravel. In the spring of 2007, they will compact the sub-base gravel, place and compact the base gravel; construct overflow outlets; place check dams; pave Rocket Court; and install the stop and road signs.

Construction Synopsis

The general chronology of construction took place as follows: (1) stripping of the topsoil; (2) rough grading the sub-grade; and (3) placing sub-base gravel. The following improvements are to be completed in 2007: (1) compacting sub-base gravel; (2) placing and compacting base gravel; (3) constructing overflow outlets; (4) installing check dams; (5) installing street and stop signs; and (6) paving.

Road and Grading Improvements: The interior subdivision road constructed to serve Lords AP Subdivision is Rocket Court.

Rocket Court is located within a sixty-foot easement and is to be constructed as follows:

- construct Rocket Court to meet Ravalli County Subdivision Regulations for a minor local road standard,
- construct a hammerhead at the west end of Rocket Court,
- install a stop sign and road sign at the intersection of Rocket Court and Ambrose Creek Road

Holman Consulting Engineers performed a gradation for 3" minus. The material was tested and found to be in compliance with MPWSS 02234 for 3" minus sub-base. GMT Consulting performed a gradation for ¾" minus. The material was tested and found to be in compliance with MPWSS 02235 for ¾" minus base. Compaction tests were performed on the 3" minus gravel material but did not meet the density requirements for MPWSS 02234. The contractor will re-work and re-compact the material as the weather permits in the spring and have it re-tested.

The asphalt will be inspected during placement to meet the 2" minimum thickness. Asphalt cores will be taken by Holman Consulting and tested for density and thickness per MPWSS 02510 before certification completion.

The street sign for Rocket Court, and the stop sign at the intersection of Rocket Court and Ambrose Creek Road will be installed next year by the Ravalli County Road Department once paving is complete.

Approach Permit: The finalized approach permit for Rocket Court onto Ambrose Creek Road will be obtained once construction is complete. The permit will also include the finalization for the installed stop and street signs.

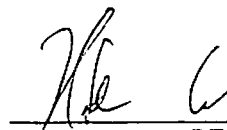
Certification

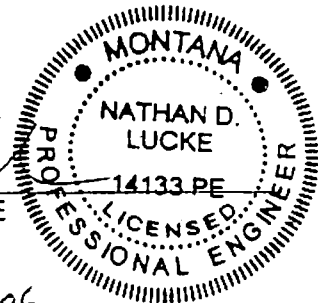
I hereby certify that the road improvements required for Lords AP Subdivision have begun; and the gravel placement and compaction, paving, overflow outlets, check dams, and street and stop signs will be completed using acceptable construction practices; and there are no known defects in the design or construction of the improvements. I also certify that, to date, the improvements were constructed in general accordance to the approved construction plans, in accordance with the Ravalli County standards and specifications, and in accordance to the planning approval.

Prepared by:
Landworks Consulting & Design, Inc.


Renae G. Harding, EI

Reviewed by:


Nathan Lucke, PE
Date 12/20/06



Road Certification

Ravalli County, Montana

Improvements for Rocket Court

Rocket Court was constructed to meet the road standards in the Ravalli County Subdivision Regulations as documented.

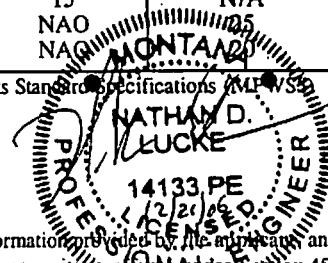
Road Classification: (check one) <input type="checkbox"/> Two-Lot Local <input type="checkbox"/> Limited Local <input checked="" type="checkbox"/> Minor Local <input type="checkbox"/> Major Local and Higher			
Criteria	Standard (1)	As-Built	Meets Standard
Maximum Grade without Intersections (percent)	8	≤2	Yes
Maximum Grade of New Road at New Intersection (percent)	4	≤2	Yes
Maximum Grade of Existing Road at New Intersection (percent)	6	≤2	Yes
Maximum Centerline Radius (feet)	100	N/A	Yes
Ditches	Required	4:1 Slope	Yes
Culvert(s) (size, number, location, etc.)	None	N/A	N/A
Stormwater Drainage (as per plan, if necessary)	Yes	N/C	Yes
Road Base Stripping	MPWSS	Yes	Yes
Surface Minimum Width (feet)	20	N/C	Yes
Material	Asphalt		Yes
Minimum Thickness (inches)	2		Yes
Minimum Radius of Surface at Intersections (feet)	20		Yes
Minimum Crown (percent)	2		Yes
Compaction	MPWSS		Yes
Base Minimum Width (feet)	25	N/C	Yes
Material	3/4" (-) gravel		Yes
Minimum Thickness (inches)	4		Yes
Compaction	MPWSS		Yes
Subbase Minimum Width (feet)	28	28	Yes
Material	3" (-) gravel	3" (-) gravel	Yes
Minimum Thickness (inches)	12	12	Yes
Compaction	MPWSS	93%	No
Right-of-Way / Easement			
Minimum Width for Road (feet)	60	60	Yes
Minimum Radius for Cul-de-sac (feet)	50	N/A	N/A
Minimum Distance for Hammerhead Turnaround (feet)	NAO	25	Yes
Bridge Minimum Curb-to-Curb Width (feet)	28		
Minimum Design Capacity	HS-20	N/A	N/A
Minimum Vertical Clearance (feet)	14.5		
Cul-de-Sac / Hammerhead Turnaround			
Type (Hammerhead or Cul-de-sac)	Hammerhead	Hammerhead	Yes
Maximum Road Length (feet)	1400	520	Yes
Minimum Outside Surface Radius for Cul-de-sac (feet)	37	N/A	N/A
Minimum Inside Surface Radius for Cul-de-sac (feet)	15	N/A	N/A
Minimum Backup Length from Centerline of Road for Hammerhead (feet)	NAO	25	Yes
Minimum Width of Hammerhead Surface (feet)	NAO		Yes

1. Refer to Table 5-3-2 of the Ravalli County Subdivision Regulations and Montana Public Works Standard Specifications (MPWSS).
N/C indicates work is Not Completed

Nathan Lucke, P.E.
Professional Engineer

14133 PE
Montana License No.

(Seal)



Note: The Board of County Commissioners may revoke an approval if it determines that information provided by the applicant and/or the applicant's agent, and upon which such decision was based, is inaccurate. Furthermore, a person commits an offense under Section 45-7-203 MCA, if he purposely misleads a public servant in performing his official duties. Therefore, please complete this application accurately and provide all information requested.

SEE AS-BUILT ROAD & GRADING PLAN FOR ROCKET COURT